ATTACHMENT 2

EXCERPTS OF DOCUMENTATION REGARDING II S WEST'S ABILITY

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SUMMARY: The Retiree Health Care Plans served the purpose of consolidating as of January 1, 1991, a number of plans previously in effect for retirees of U S WEST's major subsidiaries. Pre-1991 retirees were not requested or required to participate in the new U S WEST Health Care Plan (see Part I., above) which was a less generous plan overall compared to the Retiree Health Care Plans. The Retiree Health Care Plans in effect grandfathered pre-1991 retirees into their previous levels of coverage, and the 1991 commitment letter, Exhibit G, indicated that U S WEST intended to maintain that level.

I -R -1 AMENDMENT AND TERMINATION

R. AMENDMENT AND TERMINATION

OVERVIEW

Although the Plan Sponsor and Participating Companies expect this Plan will continue indefinitely, the right to amend or to terminate the Plan, in whole or in part, is reserved as provided in this Section I-R with respect to any or all classes of current or future Participants (including retired Employees).

AMENDMENT

The Plan Sponsor, acting either through its Board of Directors or through the US WEST, Inc. Employees' Benefit Committee, reserves the right to amend the Plan at any time and from time to time, in whole or in part, for any reason, and retroactively if deemed necessary or appropriate by the Committee to meet the requirements of Code Section 125, or any provisions of other laws, or the rules and regulations from time to time in effect under any such laws.

TERMINATION

The Plan Sponsor, acting either through its Board of Directors or the US WEST, Inc. Employees' Benefit Committee, reserves the right to discontinue or terminate the Plan at any time.

EFFECTIVE DATE

Any amendment or termination under this Section shall be effective as of the date established in the Committee or Board resolution to amend or terminate, but no amendment or termination shall allow the return to any Company of any Plan assets for any use other than for the exclusive benefit of Plan Participants, including the payment of any administrative expenses incurred with respect to this Plan.

CLAIMS
ADMINISTRATOR
AND CASE
MANAGER
WAIVERS OR
AMENDMENTS

Neither the Claims Administrator nor any Case Manager has authority to change this Plan or waive any Plan provision. All amendments shall comply with the requirements of this Section I-R.

About This Handbook

This handbook provides easy-to-use and easy-to-understand summaries of your benefits at US WEST.

This handbook describes your U S WEST benefits on a plan-by-plan basis. It includes details about each plan and outlines the steps you must take to receive full value from your benefits. Each plan has a table of contents, section headings, and numerous subheadings to help you find the information that you need. Because the legal documents these plans are based on can be difficult to understand, these descriptions have been written in non-technical language. You will want to least this bandbook where it will be

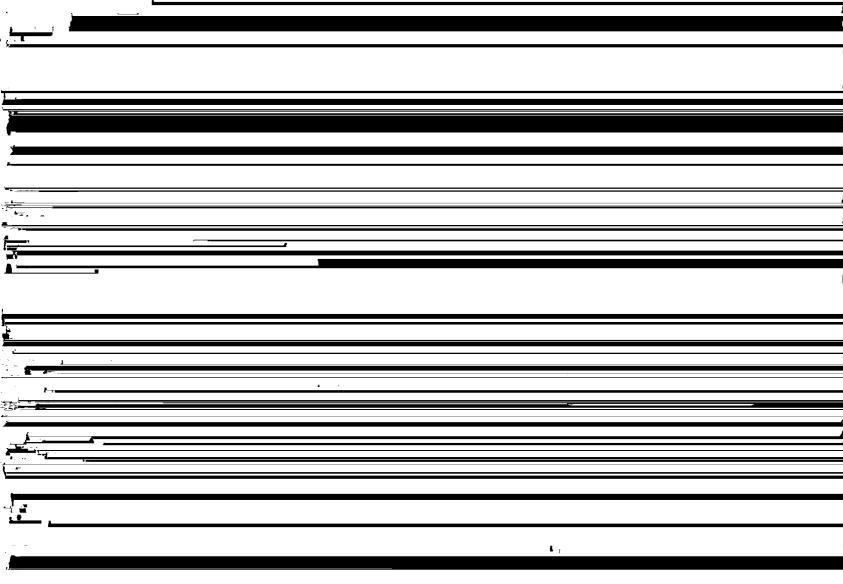
- Nothing in this handbook says or implies that participation in the plans is a guarantee of continued employment.
- No Company employee can be responsible for advising you on the tax effects of your participation in any of the plans described in this handbook. Because tax laws are complicated and constantly changing, it's recommended that you consult a tax advisor if you have questions about how secticipation in any

Important Information

Many key definitions, phone numbers, and benefit restrictions will be highlighted in the margins throughout the handbook. You should pay special attention to this information.

Company

The term "Company" as used



ARTICLE 29 EFFECTIVE DATE OF AGREEMENT AND DURATION

Section 29.1 The provisions of this Contract will become effective August 16, 1992, except as otherwise specified herein and will continue in effect until 11:59 p.m. MDT, August 12, 1995, unless extended by mutual agreement.

Section 29.2 Negotiations on a new Contract will begin not earlier than sixty (60) days prior to such termination; provided, however, that this limitation will not preclude prenegotiation conferences at the request of either party. It is the intention of the parties, with respect to the collective bargaining of future replacing Agreements, to conduct their negotiations thereon in such a manner as to reach a new Agreement on or before the termination date of this present Agreement.

Section 29.3 The Company will provide a copy of this Contract to each employee upon the employee's request.

IN WITNESS WHEREOF, the Union and the Company have caused this Agreement dated August 16, 1992, to be executed by their authorized representatives.

	TIONS WORKERS MERICA	U S WEST COMMUNICATIONS, INC.		
SIGNED:	Thomas J. Burns	SIGNED:	R. D. Sanders	
SIGNED:	LeRoy Christensen	SIGNED:	Mary Ferguson LaFave	
SIGNED:	Annie Hill	SIGNED:	DeAnna Simmons	
SIGNED:	Freda T. McGrath	SIGNED:	Karen L. Graves	
SIGNED:	Miriam B. Tyson	SIGNED:	P. J. Walker	
SIGNED:	Joe Gosiger	SIGNED:	Rachel F. Lujan	
SIGNED:	Bruce McDowell	SIGNED:	T. E. Armstrong	

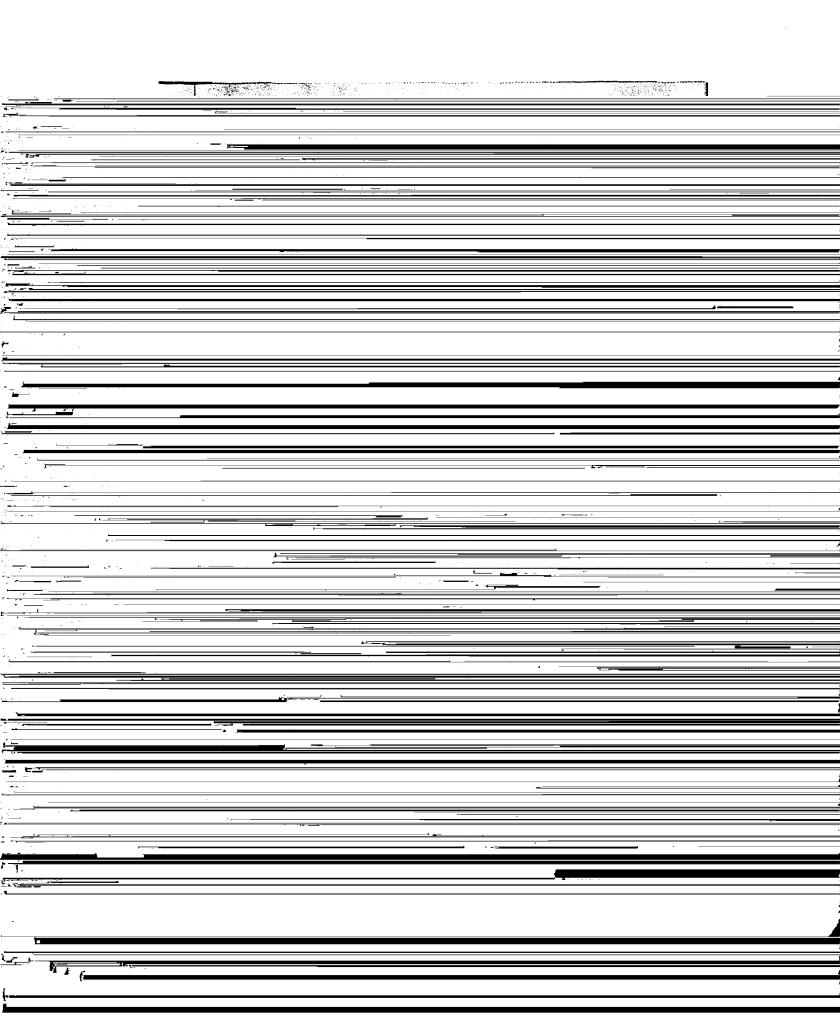
ADDENDUM 1

BENEFITS

Subject to the following amendments agreed upon and outlined below, the U S WEST Pension Plan, the U S WEST Savings and Security Plan/(ESOP), U S WEST Health Care Plan, U S WEST Long Term Care Plan, the U S WEST Disability Plans and the U S WEST Group Life Insurance Plan shall continue as in effect immediately prior to this Agreement.

PENSION BENEFITS

Section A1.1 Effective August 16, 1992, for all covered employees retiring or



to pay any contribution toward Plan costs for coverage prior to January 1, 1996.

- (b) For employees who retire on or after January 1, 1991, the Plan shall provide, the same level and type of benefits (subject to the possibility of the Company's assessment of premiums as set forth in paragraph (a) of this Section) as provided from time to time under the health care plan for active occupational employees, and the Company shall continue to have the right to amend such benefits. This paragraph will apply to employees who retired under ERO only to the extent it is consistent with the "ERO" health care commitment.
- (c) For active and future retired employees, there shall be no lifetime maximum on the amount of benefits available from the benefit plan during the term of this Agreement.

Section A1.12 The Company will continue to maintain and establish managed care networks to include physicians and hospitals where contracts satisfactory to the Company can be maintained.

Section A1.13 The Company will develop as soon as practicable and review with the Advisory Committee on Health and Wellness a voluntary Health Risk Assessment Program.

Section A1.14 Effective August 16, 1992, the Plan will coordinate benefits under the Coordination of Benefits provision to "billed" charges rather than "allowable" charges (which are based on "reasonable and customary" charges), and eliminate the credit savings feature of the provision.

Hearing

Section A1.15 A scheduled hearing benefit, as described in this paragraph, will be added to the Plan. During any thirty-six month (36) period of participation, coverage will be provided for (a) one (1) hearing exam up to a maximum of \$50, regardless of medical necessity, and (b) \$300 for hearing equipment, as defined in this paragraph, which is prescribed by a physician. In order to be a covered expense,

EXHIBIT D

U S WEST, Inc. 188 Inverness Drive West Suite 700 Englewood, Colorado 80112

John G. Shee Executive Director - Human Resources USWEST

March 20, 1992

Dear Employee:

Earlier this week you received a letter from Tom Bouchard explaining an important health care commitment available to employees retiring under the Enhanced Retirement Offer ("ERO"). Because we have received a number of questions about the health care commitment, we have prepared the enclosed questions and answers.

U S WEST is committing to provide lifetime health care to ERO retirees without any premium charges. ERO retirees will receive retiree coverage under the U S WEST Health Care Plan ("Plan") in effect today. Future changes, if any, will be limited to those which make the Plan work more efficiently as a whole for all ERO retirees. The Company will substantially preserve the overall value of your coverage if changes are made.

The enclosed Q&As should answer your questions regarding the health care commitment. If you have any further questions, call the Hotline at 1-800-729-6578 if calling from a non-work location, or 303-896-6578 if calling from a work location.

Sincerely yours,

John G. Shea

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EXHIBIT D-3

medical advancements are made and we identify better ways to administer the Plan. For example, a change to replace deductibles with an up front, per visit copayment might be a change that overall would improve the Plan for ERO retirees. Another type of change might be to increase preventive coverage (e.g., tests), in exchange for a decrease in coverage of certain relatively little used surgical procedures. Again, the intent is that any changes will make the Plan work more efficiently as a whole for all ERO retirees, while preserving the value of the coverage.

- 4. Q. I currently live in a No-Network area. If the area is later designated as a Network area, must I choose a Primary Care Physician?
 - A. In order to receive the highest level of benefits available in a Network area, you must choose a Primary Care Physician, under the current Plan provisions. If your physician is not in the Network, you are not required to change physicians, but the Plan will pay benefits at a lower level.
- 5. Q. What does this health care commitment mean if I am currently enrolled in an HMO or I enroll in an HMO in the future?
 - A. U S WEST will continue to subsidize HMO premiums in accordance with the formula used to calculate such premiums today under the Plan. To the extent an HMO charges premiums that exceed the U S WEST subsidy, the retires will continue to be responsible for the

Dear U S WEST Employee:

As you assess whether it makes sense for you to elect the Enhanced Retirement Offer (ERO), you should consider that the company and the unions have negotiated a valuable additional commitment regarding health care.

To make the ERO a more attractive option, the company is guaranteeing to employees who retire under ERO that the medical and dental benefits under the current U S WEST Health Care Plan (also referred to as "the Plan") will not be substantially modified during their lifetime from the retiree benefits under that Plan as it exists today.

Current collective bargaining agreements regarding health care coverage for retirees allow the company to charge a premium to retirees (based on established caps), and also to change retiree benefit coverage if changes are made to active employees' coverage.

This new enhancement means that employees who retire with ERO will <u>not</u> be charged any premiums and that there will be <u>no</u> significant reduction in the average actuarial value of the medical and dental coverage provided under the Plan during the retiree's lifetime.

Surviving spouses of employees retiring under ERO will be entitled to purchase continuation coverage for the medical benefits provided under the Plan by paying the applicable group rate premiums -- which is not a change from the current practice.

Please give careful consideration to this health care commitment as you review your ERO package.

Also, a number of employees have raised questions about the availability of voluntary severance offerings following ERO. For further information on that topic and a general review of force adjustment provisions, please see the attached questions and answers.

If you have already turned in your ERO election form but would like to change your election, please complete the enclosed form and forward it to the Plan Administrator. Forms must be received or postmarked by April 15, 1992. [NOTE: This is an extension of the ERO election deadline to give you more time to consider this additional benefit.] Because of this extension, you will find out whether you can retire with ERO by Monday, April 27.

If you have any questions regarding ERO or would like individual information specific to your situation, please call the Hotline number at 1-303-896-6578 if calling from your work location or 1-800-729-6578 if calling from a non-company location.

Sincerely,

J. Thomas Bouchard Senior Vice President and Chief Human Resources Officer

QUESTIONS AND ANSWERS

- Q. IF THE MAXIMUM 2,400 EMPLOYEES TAKE THE ERO, DOES THAT MEAN THERE WILL BE NO MORE DOWNSIZING IN 1992?
- A. All USWC organizations are continually evaluating the size and needed skills of the workforce. Based on what we know now, we do anticipate that additional force reductions will be necessary in some organizations in select locations to reach the size workforce we need.
- Q. HOW WILL DOWNSIZING BE HANDLED AFTER ERO?
- A. When there is a need to make additional force adjustments, we will follow the normal process outlined in the collective bargaining agreements covering our union-represented employees (IBEW, ORTT and CWA). While the collective bargaining agreements vary, those processes generally consist of the following sequential events and activities:

1. Notification to the union(s) and employees of a force adjustment. (Followed by:)

- 2. A job-search and skill-match period which involves matching employees' interests and skills with openings that are available within a commutable distance and/or job opportunities requiring a relocation. The job search includes positions that are within the employee's skill range, are within comparable pay ranges (see specific contracts) and are in U S WEST companies that participate in the employee's current U S WEST Pension Plan.
- 3. To the extent necessary, the company will offer those employees in impacted force groups who have not been offered alternative employment opportunities (within a commutable distance) the option of voluntarily separating from USWC with the voluntary separation benefit outlined in their collective bargaining agreement (called "SIPP" by ORTT, "VTP" by IBEW, and "VSPP" [USWC] or "VRP" [BRI] by CWA.)

In some cases under the voluntary severance plans, the company will establish separation dates that are 60 days after notification of the force adjustment to the employees and union. In those cases, eligible employees who plant to participate in the voluntary offering will be required to leave on those

- Q. IF THERE IS A VOLUNTARY SEVERANCE OFFERING, HOW DOES THE ENHANCED RETIREMENT OFFER COMPARE TO THE BARGAINED-FOR VOLUNTARY SEVERANCE PLANS?
- A. Those who go out with a voluntary severance plan do not get a lifetime guarantee on health care benefits. The value of the health care enhancement is considerable given the skyrocketing cost of health care and the fact that, if retiree health care costs exceed the bargained-for cap, the current collective bargaining agreement permits the company to charge a premium to retirees. The health care guarantee protects ERO retirees against future reductions in the level of coverage (on an average actuarial basis.)

Also consider that the voluntary plans are either a one-time (lump-sum) or a short-term payment schedule, whereas some ERO enhancements increase your

monthly retirement income for as long as you live.

Furthermore, although the 15 percent supplement ends upon your death or age 62, a surviving spouse could continue to benefit from monthly pension payments being boosted by the addition of three years service and the elimination of the early retirement discount (if a survivor option is elected).

- Q. WHAT CONSIDERATIONS ARE THERE BESIDES HEALTH CARE BENEFITS FOR ELECTING TO RETIRE WITH ERO?
- A. First, if all the downsizing needed in a workgroup/location is satisfied by the size of the group that took the ERO, it may mean no further force adjustments/voluntary offerings would be made.

Second, consider how much longer you'd have to work to reach the same value as ERO offers. Take the example in the Feb. 10 "U S WEST TODAY" which showed that an employee age 50 with 25 years of service would get an 84 percent increase in monthly pension payments -- \$846.22 monthly instead of \$459.90 without ERO; this employee would need to work approximately seven more years to receive the same benefit available now with the ERO.

Third, even if you've already reached age 62 and don't benefit from the waiver of the early retirement discount and don't receive the 15 percent supplement, you still benefit from the addition of three years to your pension calculation and you can benefit from any improvements in the pension bands negotiated this summer to take effect in 1992.

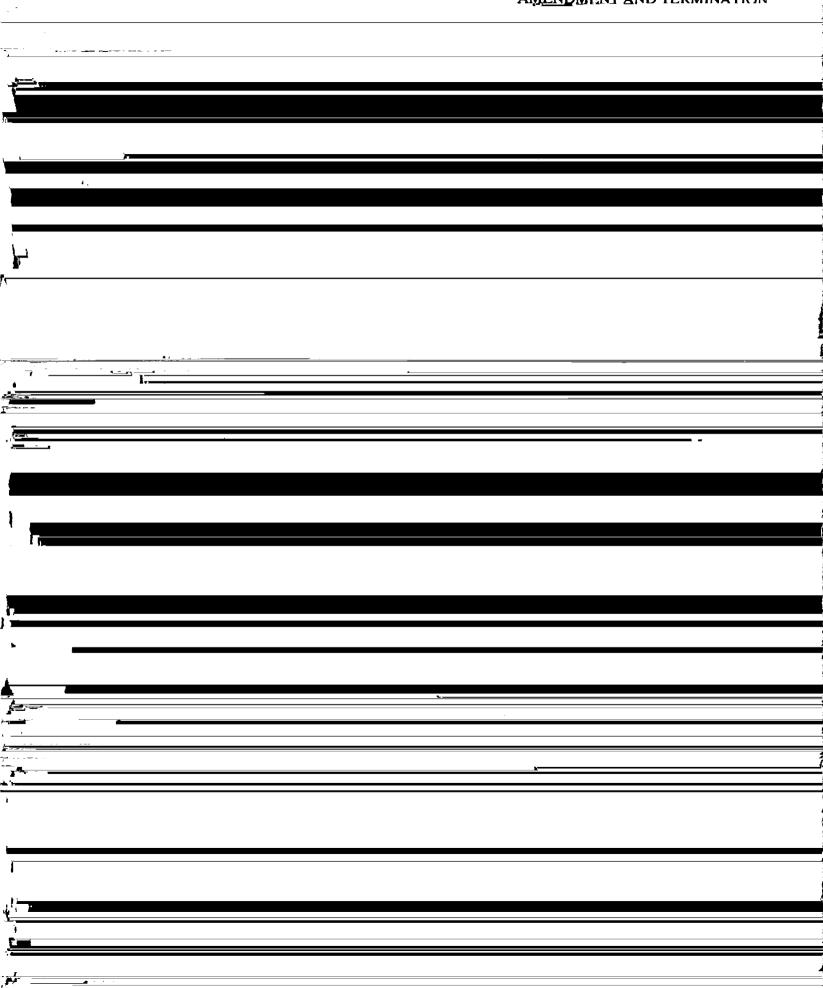
M. AMENDMENT AND TERMINATION

OVERVIEW

Although the Plan Sponsor and Participating Companies expect this Plan will continue indefinitely, the right to amend or to terminate the Plan, in whole or in part, is reserved as provided in this Section I-M.

AMENDMENT

The Plan Sponsor, acting either through its Board of Directors or through the USWEST, Inc. Employees' Benefit Committee, reserves the right to amend the Plan at any time and from time to time, in whole or in part, for any reason, and retroactively if deemed necessary or appropriate by the Committee to meet the requirements of the Code, or any provisions of other laws, or the rules and regulations from time to time in effect under any such laws.



PLAN CONTRIBUTION AND PAYMENT OF BENEFITS

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	services for the Company and administers the payment of benefits. All Plan			
	This Plan is self-insured by the Company. MetLife provides claims processing services for the Company and administers the payment of benefits. All Plan			

. 1. 1	After all benefits have been paid and legal requirements have been met, the Plan would turn over any remaining money to the Company.
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SUBROGATION

If your illness or injury results from a third party's negligence, that third party (another person or another insurance company) may be liable for your health care expenses. The plan has a right to be reimbursed by that party for amounts this Plan has paid for your health care.

Since the process for determining liability may be lengthy, the Plan will pay benefits for your covered illness or injury. In return, you must do nothing to prejudice the Plan's subrogation rights and you must sign the necessary agreements and otherwise cooperate with the Plan's efforts to secure its rights.

Your refusal or failure to help with the subrogation process will not limit the Company's rights, but it can be grounds for the denial of your claims.

To the extent of available motor vehicle insurance procedures, charges for health care expenses are excluded from Plan coverage.

RIGHTS OF RECOVERY

If a benefit is paid - for any reason - which is larger than the amount allowed by the Plan, the Claims Administrator has a right to recover the excess amount from you, by deducting the excess from any future benefit payments, if necessary. You are also responsible for any excess benefits received by dependent minors.

PLAN CONTRIBUTION AND PAYMENT OF BENEFITS

This Plan is self-insured by the Company. MetLife provides claims processing services for the Company and administers the payment of benefits. All Plan benefits are paid through the claims processing system established with the Claims Administrator. The primary sources of benefit funds are direct Company contributions and funds held by one or more trusts which are established by USWEST, Inc. as tax exempt under Section 501(c)(9) of the Internal Revenue Code and which are funded by the Company. Any required participant contributions are paid to the Claims Administrator and reduce the contribution required from the Company to cover Plan benefits that are paid out.

PLAN TERMINATION AND AMENDMENT

The Company intends to continue this Plan, but reserves the right to terminate or amend it at any time. Your benefits may be terminated or altered if the Plan is ended or changed. In the event of any such termination or amendment, you will not have any vested rights in any Plan benefits or have any further rights (other than payment of covered expenses you incurred before the Plan ended or was changed).

After all benefits have been paid and legal requirements have been met, this Plan would turn over any remaining money to the Company.

CLAIMING DENTAL PLAN BENEFITS

When you or a covered member of your family plans to visit the dentist, be sure to fill out Part I of the claim form according to the instructions on the form. The dentist will fill out Part II.

Part I is completed by you and includes:

- Authorization for the dentist to release necessary information to the Claims Administrator so it may process your claim. This authorization must be signed as described on the form.
- Authorization for the Claims Administrator to pay the dentist directly for work performed for you and eligible members of your family.
- You, the retired employee, must sign the claim form to certify the accuracy of the information given in Part I.

Part II is completed by the dentist.

A claim should be filed when a course of treatment is complete.

You will receive a new claim form and return envelope for future use every time the Claims Administrator pays a claim. If you need additional forms, contact MetLife Customer Service on 1-800-782-9883, Monday through Friday, 7 a.m. to 5:30 p.m., Mountain Time.

FALSE OR FRAUDULENT CLAIMS

The Company, the Plan and its Administrators require complete and correct information with regard to all benefits claimed under this Plan. False information, intentional misrepresentation of any kind or any failure to provide accurate information will be cause for denial of the affected benefits.

QUESTIONS ON DENTAL CLAIMS

If you have a question about your claim, contact MetLife Customer Service on 1-800-782-9883. When discussing your claim, please refer to your Explanation of Benefits, your claim form or other correspondence you may have received from MetLife.

DENIAL OF A DENTAL CLAIM

If a claim for benefits is denied in whole or in part, you or your dependents will receive written notification from the Claims

SPD/DENTRETS 15 1/1/91

EXHIBIT G

U S WEST, Inc. 7800 East Orchard Road, Suite 200 Englawood, Colorado 80111

J. Thomes Bouchard Senior Vice President and Chief Human Resources Officer



Dear Retiree:

I am writing about an issue that I know is of great interest and concern to all of you... your health care benefits.

As you are aware, the Company introduced MetLife as the administrator of health care plans for all active and retired employees. When we introduced the new administrator, we stated that the level of health care benefits for you and others who retired before January 1, 1991 would remain basically unchanged. We intend to honor that commitment.

Whether or not we, as a company, believe this commitment has been met, it is clear that many retirees believe their health benefits have been reduced. Because we value the good will of our retirees, the company is addressing the concerns that have arisen.

Effective June 1, MetLife will adjust their payment schedules to eliminate any differences between reimbursements you received before and after January 1, 1991. All claims you submitted for expenses incurred on or after January 1, 1991, will be retroactively reviewed and adjusted according to the new payment schedules.

Adjusting these claims is a sizeable project that will take several months to research and implement. We will begin by focusing first on those claims having the largest dollar amount of adjustment. All payments will be made directly to you, not to your provider. I know I can count on you to be patient with us as we undertake this enormous task.

The second action we are taking affects those of you who have a spouse still working for U S WEST. Effective June 1, the active employee plan will be amended so that an active U S WEST employee with a retired spouse will be able to coordinate benefits between the active and retired health care plans as they were able to do prior to January 1, 1991. Again, MetLife will review claims retroactively to January 1, 1991 and make payment adjustments where coordination of benefits would have been appropriate between the retired and active health care plans.

Finally, you can expect a general level of improvement in claims processing, customer service and overall quality in your dealings with MetLife.

I deeply regret any inconvenience or frustration this may have caused. If you have any questions about this or any other health plan issues, please call your customer service representative at MetLife on 1-800-782-9883.

Thank you for your continued support and commitment.

Tom Soul

Sincerely,

303 784 5227

PAGE.002

EXCERPTS OF DOCUMENTATION REGARDING U S WEST'S ABILITY TO MODIFY RETIREE LIFE INSURANCE BENEFITS

All group term life insurance policies have permitted amendment by agreement of U S WEST and the insurer. See, for example, Exhibit 1. The right for U S WEST (or its subsidiaries) to amend the policies has been reflected in summary plan descriptions as follows:

- I. After 1990 -- (See 1991 Summary Plan Description, Exhibit B of Health Plan Documentation. Same provision applies to all Group Term Life Insurance Plan coverage after 1990. As for collective bargaining limitations, see CWA Contract, Exhibit C, of Health Plan Documentation.)
- II. Pre-1991 Summary Plan Descriptions:
 - A. U S WEST nonregulated companies -- Exhibit 2
 - B. Northwestern Bell Telephone Company:
 - (1) 1985 version -- Exhibit 3
 - (2) 1987 revision -- Exhibit 4
 - C. Mountain States Telephone & Telegraph Company -- Exhibit 5
 - D. Pacific Northwest Bell Telephone Company -- Exhibit 6

July 10, 1991

United of Omaha Life Insurance United of Omaha Life Insurance United of Omaha Life Insurance United Services Company

ome Office: Mutual of Omaha Plaza, Omaha, Nebraska 68175



2. notify the claimant in writing of the decision on review, specifying the reasons for the decision and providing specific references to pertinent Policy provisions.

As the insurer under the Policy, United has the right and discretion to determine all matters of fact or interpretation relating to the administration of such plan including questions of eligibility, interpretation of plan provisions, or any other matters not specifically referred to the Policyholder or Policyholder records. The decisions by United shall be conclusive and binding.

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

(a) the policy;

(b) the Policyholder's application attached to the policy; and

(c) any application for the employee or his or her dependents.

Changes in the Insurance Contract

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time United and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

(a) does not require the consent of any insured person or beneficiary; and

(b) must be:

(1) in writing;

(2) made a part of the policy; and

(3) signed by one of United's officers.

A change may affect any class of insured persons, including retirees if retired coverage is included in the policy.

Applications

United may use misstatements or omissions in the application of an insured person to contest the validity of insurance, reduce coverage or deny a claim; but United must first furnish the employee or his or her beneficiary with a copy of that application. United will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime.

Statements in an application are treated as representations, not as warranties.

Legal Actions

No legal action can be brought until at least 60 days after United has been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required.